

1828. And between the first of April and the ninth of May of the same year, Salmon lent to Thomas Clagett a large amount of money, and in addition to all this, Salmon lent his notes, the one of the 12th of March, and the other of the 19th of April, 1828, payable at three months after date, to Thomas Clagett; which

has been filed and approved according to law. *Gelston v. Sigmund*, 27 Md. 345; *Glenn v. Davis*, 35 Md. 209.

An appeal lies, under Rev. Code, Art. 71, sec. 45, from a refusal to grant an injunction to the extent prayed for by the bill. *Willis v. Jones*, 57 Md. 365. An appeal lies from order dissolving the injunction and dismissing the bill. *Dance v. Dance*, 56 Md. 436. And from an order refusing to dissolve. *Reeder v. Machen*, 57 Md. 60. And from an order overruling a demurrer to the bill. *Chappell v. Funk*, 57 Md. 465.

No appeal lies from an order requiring the defendant to answer by a certain day, such order not being final in its nature. *Dennison v. Wantz*, 61 Md. 143. Nor from an order granting leave to complainant to amend. *Hill v. Reifsnider*, 39 Md. 429. See *ante* as to amendments. An application to the Chancellor to appoint an early day for the hearing of a motion to dissolve, is in his discretion and is not the subject of appeal. *Owings v. Worthington*, 10 G. & J. 283.

Where a cause was set down for hearing on motion to dissolve and afterwards a commission issued by agreement under which testimony was taken and returned, the cause being then set down for final hearing, and an order passed continuing the injunction and reserving other questions for further consideration, it was held, that an appeal lies from this order. *Griffith v. Clarke*, 18 Md. 457.

An appeal lies from any final decree or order in the nature of a final decree. Rev. Code, Art. 71, sec. 39; *Snowden v. Dorsey*, 6 H. & J. 114, note (a).

XXIV. BONDS AND DAMAGES. See Rev. Code, Art. 57, sec. 20. An action cannot be maintained on an injunction bond until after the final termination of the suit in which it was issued. *Gray v. Veirs*, 33 Md. 159. The State is the legal plaintiff in the suit on the bond, and upon a judgment entered to the use of others but one recovery can be had. *Hopkins v. State*, 53 Md. 502. It was held under the circumstances of this case that there was no insufficiency of the injunction bond, nor of the writ, nor variance between the bond and the writ, and between the *narr.* and the bond, and that a recovery could be had on the bond.

Where an injunction bond sued on recites the pendency of the proceedings in which the injunction was ordered, as also the fact that it had been issued, and was in force at the time the bond was given, the defendants are estopped from denying these facts. *Le Strange v. State*, 58 Md. 26. On objection being made at the trial to the introduction of the equity proceedings in evidence, it was held, that the proceedings were competent evidence to show upon what allegations of fact the injunction was granted and in respect to what subject-matter it was intended to operate. *Ibid.* Only those having an interest in the subject-matter of the bond and for whose benefit it was taken can put it in suit, and the names of such parties must appear in assigning the breach, and the right and interest in respect of which they sue. *Ibid.*

The injunction bond is liable for the damages that may accrue to the defendant by reason of the delay and obstruction of his rights pending an appeal, and the appeal bond is only cumulative security to the injunction